

PROFESSIONAL AGREEMENT

BETWEEN

THE LEBANON EDUCATION ASSOCIATION

AND

THE LEBANON SCHOOL BOARD

AGREEMENT

EFFECTIVE DATES

JULY 1, 2013 TO JUNE 30, 2015

RECEIVED

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LEBANON SCHOOL DISTRICT
PROFESSIONAL AGREEMENT

PREAMBLE

The School Board of the City of Lebanon (the "Board") and the Lebanon Education Association/NEA-New Hampshire (the "Association"), make and enter into this AGREEMENT on this 1st day of July, 2013 by and between the Board and the Association.

Pursuant to NH RSA 273-A, the Board has the authority to reach mutually satisfactory agreement with the Association as a representative of the teachers of the District included in the unit as set forth in Article I.

RECOGNITION

For the purpose of negotiating terms and conditions of employment as defined in NH RSA 273-A, the Association is hereby recognized as the exclusive representative for the following employees of the Lebanon School District: all teachers (including part-time), guidance personnel, librarians, tutors, nurses, school psychologists, language arts coordinator, science/math coordinator, permanent substitutes, and speech pathologists. It is agreed that said recognition is valid unless certification is lost under provisions of NH RSA 273-A. The Association agrees to represent equally all personnel covered by this Agreement without regard to membership in the Association.

The following employees will not, for the purpose of negotiation, be included as members of the Association: the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Directors, Business Administrators, Technology Coordinator, temporary help, day by day substitute teachers, secretarial or clerical personnel, paraprofessional personnel, food services and maintenance employees. Further additions to the Association's eligible membership list, other than those stated above, will be defined and mutually agreed upon for inclusion during negotiations of the "Professional Agreement."

During the term of this Agreement, the Board agrees not to negotiate with any group other than the Association with regard to any matter subject to negotiations as long as the Association is recognized by the Public Employee Labor Relations Board. However, this shall not prevent the Board from communicating or consulting with any individual member of the bargaining unit or group of members of the bargaining unit for any purpose the Board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any teacher from appearing before the Board in his/her own behalf

on matters relating to his/her employment by the Board, providing that it is not in contravention of any article in this Agreement.

ARTICLE 2. ASSOCIATION RIGHTS

2.1 The Board agrees that the individual teacher shall have full freedom of association, self-organization, and the designation of representative of his/her own choosing to negotiate the terms and conditions of his/her employment and that he/she shall be free from interference, restraint, or coercion by the Board or its agents in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

2.2 The Association and its representatives may use school buildings prior to 7:30 A.M. and after 3:30 P.M. for Association business within the guidelines determined by the building principal. Representatives of the Association and their affiliates shall be permitted to transact Association business on school property at all reasonable times provided that this shall not disrupt normal school operation. Requests to use any school building must be scheduled through the District's on-line scheduling program.

2.3 The Association, in cooperation with the building principal or Superintendent, shall be given sufficient time on the agenda of the orientation program for new teachers to explain Association activities.

2.4 The Association shall be given an opportunity at faculty meetings to present announcements to members relevant to Association matters. Association announcements shall be a standing agenda item for faculty meetings.

2.5 The Association and its representatives shall have the right to post notices of activities and matters of Association concern on the faculty bulletin boards. The Association may use faculty mailboxes and the district e-mail system, subject to the School District's Acceptable Use Policy, for communications to members of the bargaining unit.

2.6 The Association may hold one meeting per month in each school building, providing that it commence no earlier than fifteen (15) minutes after the completion of the student day.

2.7 The Association shall be entitled to five (5) days of leave per year to participate in Association business.

2.8 The Administration shall seek the input of the Association in setting the school year calendar annually, though the Administration retains the ultimate discretion and authority to set the school year calendar.

ARTICLE 3. NEGOTIATIONS PROCEDURE

3.1 Negotiations procedure will be consistent with NH RSA 273-A.

3.2 On or before October 1 prior to the expiration of this Agreement, either party may submit to the other written notice of its intent to negotiate a successor agreement concerning salaries, fringe benefits, and terms and conditions of employment.

3.3 During such negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. The Board and the Association will make available to one another for inspection all pertinent non-confidential records, data, and information of the Lebanon School District in the public domain. The Board shall make available to the President of the Association or his/her designee all notices, minutes, agenda, schedules, *etc.* and such other information as to assist the Association in developing constructive proposals and programs on the behalf of the teachers and their students. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

3.4 Any agreement reached shall be reduced to writing and signed by the Board and the Association.

3.5 Nothing in this Article shall be construed to prohibit the Board and the Association from reaching agreement at any time between the declaration of impasse and the Annual School District Meeting.

ARTICLE 4. VOLUNTARY DEDUCTIONS

4.1 The Board agrees to deduct from the salaries of its teachers dues for membership in the Lebanon Education Association, the New Hampshire Education Association, and the National Education Association as said teachers voluntarily authorize the Board to deduct and to transmit the monies to the Lebanon Education Association within five (5) days of the last paycheck each month, starting in November. Teachers who elect to have dues deducted may authorize these deductions by completing the appropriate form on or before November 1st. Those who choose continuing deductions shall be required to submit the appropriate form and the District shall place the form on file. Teachers

who subsequently withdraw that authorization shall have no additional dues deducted from their pay effective as of the date of the withdrawal.

4.2 The Board agrees to deduct from the salaries of its teachers such sums as the teacher designates to be paid to tax-sheltered annuities, local banks and credit unions in direct deposit. Said direct deposits shall be made within five (5) days of each paycheck or in the case of tax-sheltered annuities, within five (5) days of the order to pay from the remitting agent.

ARTICLE 5. PRINTING AND DISTRIBUTION

5.1 This Agreement shall be made available to teachers in an electronic format.

5.2 The Association will receive one (1) copy on electronic media.

ARTICLE 6. SALARY SCHEDULE

6.1 Salaries shall be paid in accordance with the provisions of the salary schedule contained in Appendix A. Members of the bargaining unit who have completed at least ninety (90) school days of service during the school year and whose performance is satisfactory shall advance one (1) step on the appropriate salary track the following year.

6.2 Teachers new to the district shall be allowed credit for teaching experience outside of the Lebanon School District provided all other requirements are met. This credit shall be allowed in full or at a lower step on the salary schedule that is mutually agreed upon by the member and the Superintendent of Schools.

6.3 No member of the bargaining unit will be hired by the District and placed on the salary schedule at a step higher than teachers in the system who have equal experience.

6.4 In areas determined by the State to have critical shortage, credit up to five (5) years may be granted for salary purposes by the Superintendent.

6.5A The standard contract shall be for 185 working days between August 25 and June 30. These days shall include 180 teaching days and five additional teacher workdays. The five (5) non-instructional days shall be used as follows: two (2) days prior to the start of school for class preparation, and one (1) day for post-school work. The remaining two (2) days shall be used for professional development or school organizational meetings. The content of these professional days shall be developed collaboratively between the administration and the professional development committee members with the final decision resting with the administration.

6.5 B The District may schedule up to three (3) additional days per year for professional development and curriculum work. These days will be paid at the per diem rate for each teacher. These days will be scheduled when the school calendar is developed for the following school year.

6.6 Contract payments will be in twenty-six (26) bi-weekly installments. The first payment shall be on the Friday of the first week worked. The remaining 25 payments will be on the bi-weekly payroll schedule established by the District for all school employees. In no case will payroll be more than two weeks apart. The last paycheck in June will include the balance of the salary payments for the contract year. Exceptions to this schedule will be for those members of the bargaining unit under contract for days of employment beyond the 185 day contract or members of the bargaining unit who are not in a tax sheltered annuity program and who elect at the time they sign their contract to be paid in twenty-two (22) bi-weekly installments.

6.7 Course credit for track movement on the salary schedule will be awarded for the satisfactory completion of (a) bachelors or associate level courses that have been pre-approved by the Superintendent as critical to the and (b) graduate level courses. Salary adjustments will be made for approved courses completed upon receipt of official transcripts until October 15. No salary adjustments will be made after October 15.

6.8 The district shall provide direct salary deposit to a maximum of three financial accounts designated by the employee so long as the accounts will accept electronic transfers.

6.9 The Board will match a member's 403b contribution at a rate of \$0.50 for every \$1.00 contributed by the employee. The employer's match shall be capped at 2% of the employees' annual contract amount. For purposes of this section, the term "annual contract amount" shall mean the member's annual base salary. Member's contributions under this article may be directed to the service provider that they have utilized under the previous collective bargaining agreement. All new accounts will be with Fidelity, Vanguard, T. Rowe Price, or VALIC. All district matching contributions shall be made to an account with one of the four providers listed above. Members who have not previously used one of the four designated service providers for their own contributions must, hereafter, open an account with one of the designated providers for the District match. Payments will be made under Department of Labor and IRS requirements. Enrollments in the program must be completed by December 1 for the following school year.

6.10 Teachers who are selected and agree to serve as mentors for new teachers shall be paid a stipend of \$1500.00 per school year.

6.11A A joint committee shall develop a new evaluation model. The committee shall complete its work on or before December 31, 2013. The new model shall be subject to joint approval of the Board and the LEA and will be implemented in the 2014-15 school year.

6.11B The joint committee to study performance pay shall continue to meet during the term of this Agreement. In the event that the committee agrees on a performance pay plan that is accepted by both parties by June 1, 2014, an additional .25% will be added to the Salary Schedule in Appendix A effective July 1, 2014.

ARTICLE 7. TEACHER RIGHTS

7.1 The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, sexual orientation, or grade/subject taught.

7.2 It is expected that each school's rules and regulations governing employee activity and conduct shall be interpreted and applied uniformly throughout that school. It is expected that all School Board policies shall be interpreted and applied uniformly throughout the District.

7.3 No member of the bargaining unit shall be required to appear before the Board or its agents for a formal hearing regarding the continuation of that member of the bargaining unit in his/her office, position, employment, or the salary or any increments pertaining thereto unless he/she has been given seven (7) days, excluding weekends, in advance, a written notice of the reason for such formal hearing and shall be entitled to have such legal representation as the individual desires to advise and represent him/her.

7.4 The rights granted to members of the bargaining unit hereunder shall be deemed to be in addition to those provided elsewhere. This Agreement shall not be applied or interpreted as to deprive employees of advantages heretofore enjoyed unless otherwise provided in this Agreement.

7.5 For a binding past practice to exist it must: 1) have been in existence for a reasonable period of time; 2) be known to both parties; 3) be in response to a recurring set of circumstances; 4) not be in conflict with clear and unambiguous contractual language; and 5) not be in conflict with external law.

ARTICLE 8. STAFF DEVELOPMENT AND PROFESSIONAL IMPROVEMENT

8.1 The Lebanon Area Staff Development Master Plan requires that all members of the bargaining unit shall complete a minimum of the state mandated number of clock hours of approved in-service activity or state mandated requirements during every three year period.

8.2 The Lebanon School Board will reimburse individual members of the bargaining unit for expenses incurred for staff development activities for which prior approval has been received subject to these stipulations:

A. Course reimbursement shall be paid at no more than the UNH rate for a maximum of eight credits per year for each bargaining unit member. Funding for this benefit shall be capped at \$72,500 for 2013-14, \$75,000 for 2014-15. This funding shall be apportioned as follows: one-half for summer coursework, one-quarter for fall coursework, and one-quarter for spring coursework. Funds will be allocated among the three sessions on a first come first served basis for up to four credits for any teacher in a single term. Funds remaining on May 1 shall be distributed proportionately to individuals who resubmit for reimbursement for courses not previously funded during the current fiscal year.

B. Reimbursement for workshops and conferences shall be at a rate of \$500 per bargaining unit member each year. Registration fees, lodging, travel, and meals shall be included in this reimbursement. A total of \$40,000 per year shall be budgeted in each year of the agreement for this benefit.

8.3 Members will be given the opportunity to submit written evaluations for all in-service performed in the District.

ARTICLE 9. EVALUATION

9.1 Evaluation is to be viewed as a constructive procedure designed to promote effective teaching. The process should facilitate the accurate measurement and candid appraisal of teacher performance while also encouraging the continuous improvement of each teacher's professional work. The parties will work cooperatively to develop and implement a mutually agreeable evaluation process. Until such time as a new evaluation model is implemented, the following process will be used.

9.2 To further these purposes, the process will include the following opportunities for each teacher:

- A. To be directly observed in his or her classroom work by supervisory personnel.
- B. To provide additional evidence of his or her professional competence.
- C. To receive oral feedback and written evaluation from his or her supervisor during an appraisal process that will identify strengths and needs.
- D. To respond to evaluative decisions and materials with additional statements of agreement and disagreement and with petitions to an appeals process when necessary.
- E. To seek and obtain assistance and support from supervisors as well as colleagues and to pursue professional development activities that will foster continuous learning and improvement.
- F. To access an appeals process regarding evaluative decisions when appropriate and as stipulated.

9.3 The evaluation process will address the following four areas: Planning and Preparation, Classroom Environment, Instruction, and Professional Responsibilities as defined in Charlotte Danielson's *Enhancing Professional Practice*.

9.4 The annual evaluation calendar for all teachers will begin on March 1 and end the following February 28. Each teacher will be designated for placement on either a one-year Cycle or a three-year Cycle for evaluation. All teachers with non-continuing contracts will be assigned to the One-year Cycle.

A teacher on a continuing contract may be assigned to the One-year Cycle by his or her principal prior to February 15. Otherwise, all teachers on continuing contracts will be assigned to the Three-year Cycle. For teachers designated to the Three-year Cycle, their evaluation cycles will coincide with their state certification cycles. A teacher may appeal his or her cycle designation by requesting a meeting with the administrator and the superintendent.

9.5 The methods of evaluation should reflect the individual being evaluated as well as the needs of the institution. Therefore, all members of the instructional staff are encouraged to explore and develop as broad a range of evaluative techniques and procedures as possible. Through mutual agreement every teacher and his supervisor shall select appropriate methodology and evidence for evaluative consideration. The final Annual Educator Appraisal Report at the end of each teacher's cycle must include direct classroom observation evaluations. This may also include other observations, (e.g., peer observations and walk-throughs), evidence, (e.g., portfolios and artifacts), and other evaluative information, (e.g., student course evaluations).

The annual evaluation process will begin when each teacher meets with his or her supervisor to complete the Annual Educator Appraisal Report (AEAR). In addition to completing the evaluative assessment for the previous year, the teacher and supervisor at that time will also determine (a) the individual goals and/or individual improvement plan for the subsequent year for the teacher, (b) the cycle designation for the teacher, and (c) the methodology and evidence that will be utilized and compiled for the next year. As the year proceeds, the supervisor will complete the classroom observations that are required or requested and the teacher will gather additional evidence of his or her competence. Before the completion of the annual cycle on February 28, the teacher and supervisor will meet to complete the AEAR including the recommendation regarding renewal. For every teacher whose cycle is ending, the supervisor will also complete a written summative evaluation. A teacher who disagrees with any part of the summative evaluation or AEAR may file a written exception for inclusion with the materials. A teacher who disagrees with any prescribed objectives may appeal to the Superintendent whose decision will be final.

The basic criteria for teacher evaluation in general and the summative evaluation in particular will be those listed in *Enhancing Professional Practice: A Framework for Teaching* by Charlotte Danielson. Representatives from the Lebanon Education Association and the Superintendent may meet prior to the start of any annual cycle to review and amend the criteria for the evaluation program.

9.6 Teachers on the One-year Cycle will be formally observed at least once each quarterly marking period. Teachers on Three-year Cycles will be formally observed at least twice during each cycle. At least one formal observation will include a pre-observation conference, a planned observation period, and a post-observation conference.

A teacher will be given a copy of any class visit or evaluation report prepared by his or her evaluator within three (3) school days after the observation. The teacher will acknowledge that he or she has received the evaluation by signing the file copy, with the understanding that the signature merely signifies that the member has received the material. The signature does not necessarily

indicate agreement with the content nor will the refusal to sign the copy prevent the report from being placed into the teacher's file. After any written evaluation of a classroom observation, a conference will be held upon the request of either party to the evaluation to discuss the report within two (2) school days following the receipt of the report.

9.7 Each teacher will have access to his or her personnel file within 24 hours of notice. Personnel files shall be kept at the SAU office. Evaluation documents shall be transferred from each building to the SAU annually. Prior to that transfer, evaluation documents shall be available from the building principal. No materials shall be placed in the personnel file without the bargaining unit member's knowledge. The member of the bargaining unit shall have the right to review and answer any material in his or her personnel file and the response shall be reviewed by the Superintendent and attached to the filed report.

9.8 After one year of employment, members of the bargaining unit whose contract renewal is in doubt as based on their evaluations will be given a written notice by the Superintendent no later than December 15. In no way is it the intent of this paragraph to take away any rights provided under RSA 189-14a.

ARTICLE 10. JUST CAUSE

10.1 The Superintendent and/or designee shall notify a teacher in writing as soon as evidence of any alleged delinquencies occurs, indicate expected correction and indicate a reasonable period for correction.

10.2 Alleged breaches of discipline shall be reported to the offending teacher. The teacher shall, at all times, be entitled to have a representative of the Association present when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance.

10.3 No teacher shall be suspended, disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher and his/her designee.

10.4 This article will only apply to those bargaining unit members who have been employed by the district for more than three years, and in no way is it the intent of this article to take away any rights provided to the Board under RSA 189:14-a, Failure to be Renominated or Reelected.

ARTICLE 11. PROFESSIONAL ASSIGNMENTS

11.1 Teachers in the Lebanon High School and departmentalized teachers at the Lebanon Middle School shall not be assigned more than four (4) different subject preparations or more than five (5) periods of classroom instruction for any given school day. All teachers in Lebanon Middle School and Lebanon High School shall have one (1) personal planning period per day equal to one (1) class period within the student school day. If a teacher agrees to teach an additional class in lieu of a duty at the high school or personal preparation period at the middle school, that teacher will be compensated at a rate of 1/5 of his/her base salary. All teachers in Grades K-4 shall have one planning period per day of at least 40 consecutive minutes which will occur during the student day. Teachers at all grade levels shall have a duty-free lunch equal in length to the student lunch period. Except as otherwise provided in this paragraph, the building administrator has the right to assign a teacher to any duty related to the education and/or supervision of students at any time during the teacher work day. Teachers may agree to perform duties before or after the work day in lieu of a duty during the teacher work day.

11.2 The length of the teacher workday shall not exceed 7.5 hours which will be assigned during the hours of 7:00 A.M. and 4:00P.M. The School Board may vary the starting time between school buildings so long as the starting time for all teachers in any one building is the same. This shall not preclude the need for additional hours for carrying out faculty and departmental meetings, parent conferences, pupil placement team meetings, orientation and open house.

11.3 There shall be up to eight (8) scheduled early release days each school year at the Kindergarten through eighth grade level, four (4) of these days shall be for parent conferences, and will be scheduled consecutively or in the same week for the first and third quarters. The remaining four (4) days may be used for curriculum development, planning or for personal professional development that has been planned collaboratively by the staff and administration. At Lebanon High School there may be up to four (4) early release days that will be used for curriculum development, planning or for personal professional development that has been planned collaboratively by the staff and administration.

11.4 Notices of teacher and co-curricular job openings will be posted on the official bulletin board in each school, School Spring and on the district website as soon as the administration is aware of such vacancies. All jobs will be posted for five business days prior to interviews taking place.

A. Teachers who wish to be considered for a posted position shall file a written statement of their desire with the appropriate administrator within the deadline specified on the notice.

B. The Board agrees that in the event job openings occur after July 1 through August 15 which are subject to posting, in addition to the postings indicated above, the positions will be advertised in the local newspaper.

ARTICLE 12. REDUCTION IN FORCE/SENIORITY STATUS

12.1 The Lebanon School District has the right to decrease the number of members of the bargaining unit. Whenever this shall occur, the Superintendent shall, prior to April 15, notify members of the bargaining unit with equal certification of the intent to fail to renominate.

12.2 Any member who is not certified or Highly Qualified shall be reduced first. Any member subject to a corrective action plan based on documented deficiency in performance, as measured through classroom observations and the District evaluation procedure following the Danielson model, will be reduced next. If neither of these criteria accomplishes the necessary reduction, the member(s) with the least seniority with the District shall be reduced first, provided however that if the remaining teachers would not be certified and HQT in the positions they will be teaching then the member with the next least seniority will be reduced instead.

12.3 Bargaining unit members with multiple certifications shall be allowed to move into a certification area other than the one that the unit member is currently working in to avoid being reduced. Unit members shall only be allowed to move into positions for which they are Highly Qualified. If a position being eliminated does not require a unique certification, members in those positions will be moved to the certification area for which they are certified and Highly Qualified.

12.4 Seniority with the District shall be determined by the order in which the principal's recommendation for nomination for a position within the bargaining unit was received by the Superintendent's office. In the case of ties, seniority shall be determined by lot. A list of the members of the bargaining unit in order of seniority shall be kept at the Superintendent's office and updated annually. A copy shall be given to the Association President each year and will be available to the parties upon request. Part time employees' seniority shall be in proportion to the fraction of time worked. For the purposes of this Article, teachers and tutors are on separate seniority lists.

12.5 Members of the bargaining unit who accept a position outside of the LEA, but within the Lebanon School District, shall retain their seniority status should they return to the LEA bargaining unit if a position is available. However, the accumulation of seniority shall not be counted for the period during which they were not a member of the bargaining unit.

12.6 During the two (2) years after failure to be renominated because of reduction in force, such members of the bargaining unit on continuing contract at the time of the reduction in force shall be renominated and reelected, according to seniority, to fill vacancies for which they are certified and Highly Qualified. Teachers must notify the Superintendent annually by February 1st by certified mail of their intent to remain on the recall list. Such renomination shall not result in loss of credit for prior years of service.

ARTICLE 13. BENEFITS

13.1 The Board shall make payments of insurance premiums as outlined in Appendix B to insure insurance coverage for a twelve (12) month period commencing for each individual member of the bargaining unit the first work day in the school year following July 1, provided that the member of the bargaining unit has completed his/her insurance forms and filed them with the School Administrative Unit office prior to the stipulated deadline. Benefits of the members of the bargaining unit shall expire thirty (30) days from the date of termination if said termination occurs before the end of the contract period.

13.2 The Lebanon School District will provide health and dental insurance benefits to any member who works at least 20 hours per week on a prorated basis according to the percentage of a 37.5 hour week worked by the member.

13.3 A sick bank shall be established for any bargaining unit member who has exhausted sick leave benefits. All bargaining unit members shall participate in the sick bank. These days may be used for serious illness of a bargaining unit member who has not qualified for disability insurance benefits. Use of sick bank days shall end once a unit member qualifies for long-term disability benefits or after 90 consecutive calendar days, whichever comes first, provided that if the member's application for long-term disability benefits is pending or has been denied and is being appealed, the member may be approved for additional sick bank days. If the total number of days in the sick bank falls below one hundred (100) days, the sick bank will be replenished by deducting one sick day from the accumulated total of each bargaining unit member who had accumulated the maximum number of sick days at the beginning of the year. A three (3) member committee appointed by the Association shall oversee use of days from the sick bank. Bargaining unit members requesting days will be required to provide medical documentation from their health care provider certifying the need for the leave in support of a request. The business office shall maintain records for use and contribution of days and report such to the Association annually not later than October 15th of each year. Teachers who retire will be able to donate a maximum of ten (10) sick days to the bank.

ARTICLE 14. EXTRACURRICULAR ACTIVITIES

14.1 Teachers may accept assignments to lead co-curricular student activities sponsored by the Lebanon School District. Determination of the job content and duration of the positions offered is the responsibility of the Superintendent. Co-curricular activities added during the term of this agreement shall be placed on the co-curricular salary scale by agreement between the Superintendent and the LEA President.

14.2 The parties understand that acceptance of an co-curricular assignment by a teacher is voluntary. In most instances, the assignment will be equivalent to appointment for the school year. The schedule of payment of co-curricular assignments is set forth in Appendix D; any position receiving a stipend will be placed on the schedule. The stipend will be increased by a longevity factor, applied to the base stipend (i.e. not compounded) as follows:

<u>Years in same Position</u>	<u>Longevity Factor</u>
11 - 15	2%
16 - 20	4%
21 - 25	6%
26+	8%

Any employee who, as of the effective date of this Agreement, is receiving an co-curricular stipend that exceeds the stipend as calculated above, including one calculated with a compounded longevity factor, will continue to receive the same stipend until such time as the stipend and non-compounded longevity as calculated above is higher than the current stipend.

14.3 Resignation from a co-curricular assignment will not affect the employee's individual teaching contract.

ARTICLE 15. LEAVE FOR ILLNESS OR DISABILITY

15.1 Each member of the bargaining unit shall be entitled to sick leave in accordance with the following:

A. Personal Illness: For absences caused by illness or physical disability, each member shall be granted twelve (12) days of leave per year accumulative to ninety (90) days. Twelve (12) days if available or one half (1/2) of whatever is accrued at the start of the school year, whichever is greater, may be used annually for illness in the member's immediate family. In extenuating circumstances, additional accrued personal illness days may be approved for family illness at the discretion of the Superintendent. Part-time employees shall be entitled to sick leave in proportion to the fraction of time worked. Members shall be given a written statement of accumulated sick leave on their annual contract. Those employees who have accumulated more than 90 sick days as of June 30, 2000, shall maintain those accumulated sick days up to a maximum of 110, and will maintain that entitlement as a maximum for subsequent years. If the member with more than 90 accumulated sick days utilizes more than 12 days of leave, in any given year, that year's-end balance will serve as a new maximum until the number is reduced to 90.

B. Personal Injury: Absence due to injury incurred in the course of the member's employment shall not be charged against the member's accumulated sick leave days. The Board shall pay to such teacher the difference between his/her salary and benefits received under the Worker's Compensation Act for a maximum of 365 calendar days.

ARTICLE 16. TEMPORARY LEAVES OF ABSENCE

16.1 Immediate family shall be defined as spouse, significant other, children, parents, grandparents, grandchildren, parents-in-law, brothers, sisters, or spouse's siblings. A member of the bargaining unit shall be entitled to the following non-accumulative annual leave with pay:

16.2 Personal and Emergency Leave: A member may have up to five (5) days of leave for personal or emergency matters which require absence during school hours. Unused leave from this section shall be added to the annual accumulation of sick leave. Notification to the member's principal or other immediate supervisor for such leave shall be made at least two (2) days before taking such leave, except in the case of an emergency, and the member shall not be required to state the reason for taking such leave, other than that he/she is taking it under this section unless the personal day falls immediately prior to or following a vacation, holiday or on a professional development day. Such leave

may not be taken for the express purpose of extending vacations or holidays. Personal/emergency leave should not be used for activities such as vacation or recreation.

16.3 Death in the Family: A member may have a total of up to five (5) days leave per incident for death in the immediate family. Bereavement leave other than stated may be granted at the discretion of the Superintendent of Schools. Notification to the member's principal or other immediate supervisor for such leave shall be made as soon as possible before taking such leave (except in the case of an emergency), and the member shall not be required to state the reason for taking such leave other than that they are taking it under this section.

16.4 Other Leave: A member called for jury duty or called to serve not more than a fourteen (14) day annual training or tour of duty or temporary active duty with the National Guard or U.S. Reserves will be paid the difference between the fee he/she receives for such service and the amount of earnings lost by him/her by reason of such service based on the member's regular daily rate.

16.5 Requests for extensions to temporary leave covered under this article may be granted with or without pay at the sole discretion of the Superintendent.

16.6 Unapproved Absence: For each day of unapproved absence, members of the bargaining unit shall lose an entire day's pay. A day's pay shall be figured at 1/185 of annual salary.

ARTICLE 17. MATERNITY LEAVE

17.1 The period of temporary disability resulting from pregnancy, childbirth or related medical conditions shall be treated as personal illness or disability leave under Article 15. The employee must provide a written statement from the health care provider certifying the period of temporary disability. For the purpose of this provision, it is understood that the disability must render the employee unable to work.

17.2 There shall be no loss of previously earned benefits as the result of leave under this Article.

ARTICLE 18. UNPAID LEAVE OF ABSENCE

18.1 Academic Study, Foreign Exchange Program, or Vocational Programs: A leave of absence of one (1) year may be granted by the Lebanon School Board to any teacher upon the recommendation of the Superintendent for the purpose of academic study at an accredited college or university, participating in a foreign exchange teaching program, or a work/training program related to a vocational teaching area. Upon return from such leave for academic study or vocational training, the teacher shall be placed on the salary schedule at the step to which he/she was entitled before leave was granted. Upon return from leave for teaching in a foreign exchange program, the teacher will be placed on the salary schedule at the step which he/she would be on if he/she had taught in the district that year.

18.2 Health: Upon a physician's written recommendation, health leave may, after three (3) years of service, be granted up to a maximum of one (1) year plus the unfinished year. The Board has the right to request a second opinion by a physician of the teacher's choosing. If the second opinion agrees with the first, the Board pays the cost of the opinion. If the second opinion differs, the teacher will pay the cost of the opinion.

18.3 A leave of absence of up to one (1) year may be granted after three (3) years of service for the purpose of caring for a sick member of the member's immediate family (as defined in Article 16) upon the recommendation of the Superintendent and approval by the Board.

18.4 Military Service: Leaves shall be granted to serve in required military service. Such leaves shall be granted annually and renewed annually for the length of the term of service.

18.5 Child-rearing: A leave of absence of up to one (1) year shall be granted to any member for the purpose of child rearing.

18.6 General Provisions:

A. Return from leave shall coincide with the beginning of the school year. Return during the school year shall be at the discretion of the Superintendent. A member returning shall be assigned to the same position. Should the same position no longer exist the Reduction in Force procedure (Article 12) will be followed. If a member has had an extracurricular assignment prior to the leave of absence, the same assignment or a similar one, if available, shall be made upon the member's return.

B. A member on unpaid leave shall not be denied the opportunity to substitute in the School District by reason of the fact that he/she is on a leave of absence.

C. Members on unpaid leave of absence shall continue to be considered members of the bargaining unit and shall be eligible for negotiated insurance benefits by paying the full cost of such benefits.

D. Earned benefits shall be retained after all unpaid leaves of absence.

18.7 Discretionary Leave:

A. The Superintendent may, at his/her discretion, extend any unpaid leave that has been granted to a member.

B. Other requests for leaves of absence for special reasons may be granted at the sole discretion of the Board upon the recommendation of the Superintendent.

ARTICLE 19. SABBATICAL LEAVE

19.1 Any member of the bargaining unit may apply for a leave of absence for the purpose of educational improvement, providing such person has been under contract in the Lebanon School District a period of not less than seven (7) consecutive years and such application is filed with the Superintendent of Schools no later than November 1 of the year preceding the start of the leave.

19.2 Such leave shall be granted to not more than two persons in the bargaining unit in any one (1) year provided their proposals are educationally sound. Sabbatical proposals will be evaluated by a committee consisting of three administrators appointed by the Superintendent and three bargaining unit members appointed by the Association President. The Superintendent shall forward the recommendations of the committee to the Board for its decision. The person or persons selected will receive benefits and remuneration of between one half and three-fourths of his/her annual salary as provided under the salary schedule. One alternate may be selected by the board for a sabbatical leave when either of the recipients cancels by May 1. If permission for a leave is granted, the recipient shall sign an agreement that he/she will return to the system for a period of not less than two (2) years. The Board may waive this provision providing the recipient agrees in writing that should he/she leave the employ of the Lebanon School District for any reason except of serious illness during the two (2) years immediately following completion of his/her sabbatical leave, or should he/she fail to return at the expiration of his/her sabbatical leave, he/she will reimburse the School District for any salaries paid during the leave plus the prime rate of interest.

ARTICLE 20. RETIREMENT

20.1 Members of the bargaining unit may, by November 1 of the year preceding their last teaching year prior to their retirement (18 months), submit a written notice of intent to retire the following year. The employee may rescind his/her proposed retirement by notifying the Superintendent, in writing, no later than August 1 of the contract year that the employee had intended to retire.

20.2 The Board shall increase the contracted salary for the final year of employment (excluding co-curricular or other stipends) of a maximum of fifteen eligible retiring members by 25% during their last year of employment. A member is eligible to receive the retirement bonus only if at the date of retirement, the member is (1) age 55 or older, (2) is eligible for service retirement from the New Hampshire Retirement System, and (3) has provided at least fifteen years of service to the Lebanon

School District. The member must have submitted written notice to the superintendent of his/her intent to retire by November 1 of the preceding year.

20.3 In the event that more than the maximum number of members are eligible to receive the retirement bonus in any year, the bonus shall be paid to those members with the most years of service to the Lebanon School District, and ties in years of service shall be broken by awarding the retirement bonus to the member with the earliest date of hire.

20.4 Notwithstanding any other provision in this Agreement, the amounts payable to a retiring employee under this Agreement which exceeds the limits and which would subject the District to additional assessments by the New Hampshire Retirement System under RSA 100-A:16,III-a shall be paid to the employee no earlier than 121 days and no later than 150 days after the teacher's date of retirement.

ARTICLE 21. GRIEVANCE PROCEDURE

21.1 Purpose: It is the policy of the Board and the Association that all problems be resolved informally if possible. However, both parties recognize that the formal grievance procedure must be available without any fear of discrimination because of its use. Also, the formal procedure is still a process to attempt to resolve grievances. At any point during the process these deadlines may be extended upon written agreement by both parties.

21.2 Grievance: Any alleged violation of this agreement or any dispute with respect to its meaning or application.

21.3 Grievant: Person submitting a grievance, the Association when submitted on behalf of more than one grievant. The Association has the sole discretion to bring a grievance to arbitration.

21.4 Days: Days mean school days, except in the summer when it shall mean business days, exclusive of holidays and weekends.

21.5 Submission Deadline: A grievance shall be deemed waived unless it is submitted in writing within twenty (20) days after the aggrieved party knew or should have known of the events or conditions on which it was based. When formally submitted, the grievance shall list the Articles or issues alleged to have been violated on the appropriate form,

21.6 Step 1 - Informal: Before the written submission of a grievance, the aggrieved party must attempt to resolve it informally with the grievant's immediate supervisor. The grievant shall inform the supervisor that he/she is pursuing the informal stage of the grievance procedure.

21.7 Step 2 - Principal: The building principal upon receipt of a written grievance will respond in writing within five (5) days of receipt of the grievance. If an aggrieved party is not satisfied with the response of the principal, or if no response is received within five (5) days after the submission of a grievance, such aggrieved party may submit the grievance to the next step within five (5).

21.8 Step 3 - Superintendent: The Superintendent will, upon request, confer with the aggrieved parties with respect to the grievance and will deliver to the aggrieved parties a written statement of his/her decision and reason with respect to it not later than 20 days after it is received by him/her. [(Appendix C Form C)]If the grievance is alleged to be against the Superintendent, then Step 1 will begin here and Step 2 will be bypassed. If the aggrieved party is not satisfied with the response of the Superintendent, or if the response has not been received within the 20 days, the aggrieved may within 10 days submit the grievance to the Association's Grievance Committee for submission to Step 4. (Appendix C, Form D) or directly to Binding Arbitration, Step 5. The Superintendent will inform and make the Association a party in the process when any grievance reaches this step.

21.9 Step 4 – School Board: The Association may, at its discretion, submit a grievance to the School Board. The School Board shall decide if it wishes to hear the grievance and shall inform the Association of its decision within ten (10) days. The School Board or its designated committee shall meet with the aggrieved party within 28 days to attempt to resolve the matter. The Board shall communicate its decision in writing within 10 days of the meeting. If the aggrieved party is not satisfied with the response of the Board, if the response has not been received within 10 days, or if the Board declines to hear the grievance, the Association may within 10 days submit the grievance to Step 5. (Appendix C, Form E)

21.10 Step 5 - Arbitration: The Association's Grievance Committee, after consideration, may submit a grievance to binding arbitration, by informing the Superintendent of its intent to do so within 20 days of its receipt of the grievance. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within ten (10) days, an arbitrator will be selected in accordance with the voluntary labor arbitration rules of the American Arbitration Association. The fees of the arbitrator will be shared equally by both parties.

21.11 The arbitrator shall be limited to the issues submitted, and shall be bound by the terms of this agreement. The arbitrator shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The arbitrator may award a "make whole recommendation", but may apply no penalty payments. The arbitrator shall have no power to make any award involving "cost items" beyond those appropriated by the School District. The Superintendent and the Association will

receive copies of the arbitrator's report within 30 days of the completion of the arbitrator's hearing. The finding of the arbitrator shall be final and binding.

21.12 Right to Representation: An aggrieved person may be represented at all steps by himself/herself, the Association, or by a representative selected by the Association. The Superintendent and the Association shall insure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting the individual's appeal with respect to his/her personal grievance.

21.13 Documents, communication and records of grievances may be placed in appropriate files, but will not be forwarded to prospective employers. A copy of such grievance(s) shall be given to the employee.

ARTICLE 22. INNOVATION

The Board and the Association have a shared interest in promoting and supporting innovative ideas to improve student achievement or the educational opportunities offered in the District. The parties agree to form an Innovation Committee (IC) to recognize individual teachers or groups of teachers who develop and successfully demonstrate achievement in areas such as student achievement, use of technology, peer collaboration, positive school and community relationships, improved efficiencies and cost and/or resource savings. The IC will consist of the Superintendent, one LEA member from each building, three administrators designated by the Superintendent and one member of the Board. The Board member shall be considered ex-officio and non-voting, provided however, that in the event of a tie vote of all other members, the Board member shall be entitled to vote. The Superintendent will serve as the Chair. The Committee will be charged with evaluating Innovation Proposals.

Innovation Proposals must first be presented to the appropriate building principal. If the building principal approves the Proposal, it will then be presented to the Innovation Committee for further evaluation. The Innovation Committee will develop a process for evaluating Innovation Proposals.

In the event that an Innovation Proposal would conflict with some aspect of the collective bargaining agreement, the Pilot Program may be implemented only upon mutual approval of the School Board, the LEA Executive Board and 60% of the Association members in the school or schools where the Pilot Program will take place. The same approval must be obtained to continue an Innovation Proposal beyond the Pilot Program.

If the Innovation Committee approves an Innovation Proposal, it will be implemented as a Pilot Program for up to one school year. Appropriate data to evaluate the effectiveness of the program will be collected. At the conclusion of the Pilot Program, the Innovation Committee will evaluate the effectiveness of the Innovation based on the collected data. Administration and/or the Board will retain ultimate discretion regarding whether to continue the Innovation Proposal beyond the Pilot Program.

ARTICLE 23. SAVINGS CLAUSE

23.1 If any provision of the Agreement or any application of this Agreement is held to be contrary to law by any court or board of competent jurisdiction or if compliance with or enforcement of any portion should be restrained by any court of competent jurisdiction, the remainder of the agreement shall not be affected thereby and the parties shall enter into immediate negotiations to bring such part(s) of the Agreement, held to be invalid, into compliance with the edicts set down by the court.

ARTICLE 24. DURATION

24.1 The provisions of the Agreement will become effective as of July 1, 2013, and shall continue in effect until June 30, 2015. If this Agreement expires before a successor agreement becomes effective, the School District shall comply with any and all legal obligations to maintain status quo until a successor agreement becomes effective.

[Signature] 4/3/13
Chairperson,
Negotiations Committee - LEA

DATE: 4/13/13

By: David N. Wallen 4/3/13
President of Association

By: Kathleen Bergen 1-4-13
Chairperson
Negotiations Committee - LSB

DATE: 4/4/13

By: [Signature]
Chairperson of School Board

Dr. Paul E. Paludi 4/4/13
Superintendent

APPENDIX A

3-14

TEP	BA	BA +15	BA +30	MA	MA +15	MA + 30
1	\$39,247	\$40,425	\$41,639	\$43,721	\$45,030	\$46,382
2	\$40,424	\$41,638	\$42,888	\$45,032	\$46,381	\$47,774
3	\$41,637	\$42,887	\$44,174	\$46,383	\$47,773	\$49,207
4	\$42,886	\$44,174	\$45,500	\$47,775	\$49,206	\$50,683
5	\$44,173	\$45,499	\$46,865	\$49,208	\$50,682	\$52,204
6	\$45,498	\$46,864	\$48,271	\$50,684	\$52,203	\$53,770
7	\$46,863	\$48,270	\$49,719	\$52,205	\$53,769	\$55,383
8	\$48,269	\$49,718	\$51,210	\$53,771	\$55,382	\$57,044
9	\$49,717	\$51,209	\$52,747	\$55,384	\$57,043	\$58,756
10	\$51,208	\$52,745	\$54,329	\$57,045	\$58,754	\$60,518
11	\$52,744	\$54,328	\$55,959	\$58,757	\$60,517	\$62,334
12	\$54,327	\$55,958	\$57,638	\$60,519	\$62,333	\$64,204
13	\$55,957	\$57,636	\$59,367	\$62,335	\$64,203	\$66,130
14	\$57,635	\$59,366	\$61,148	\$64,205	\$66,129	\$68,114
15	\$59,364	\$61,146	\$62,982	\$66,131	\$68,113	\$70,157
16	\$61,145	\$62,981	\$64,872	\$68,115	\$70,156	\$72,262
17	\$62,980	\$64,870	\$66,818	\$70,159	\$72,261	\$74,430

4-15

TEP	BA	BA +15	BA +30	MA	MA +15	MA + 30
1	\$39,836	\$41,031	\$42,263	\$44,376	\$45,706	\$47,078
2	\$41,031	\$42,262	\$43,531	\$45,708	\$47,077	\$48,490
3	\$42,262	\$43,530	\$44,837	\$47,079	\$48,489	\$49,945
4	\$43,529	\$44,836	\$46,182	\$48,491	\$49,944	\$51,443
5	\$44,835	\$46,181	\$47,568	\$49,946	\$51,442	\$52,987
6	\$46,180	\$47,567	\$48,995	\$51,444	\$52,986	\$54,576
7	\$47,566	\$48,994	\$50,464	\$52,988	\$54,575	\$56,214
8	\$48,993	\$50,463	\$51,978	\$54,577	\$56,212	\$57,900
9	\$50,462	\$51,977	\$53,538	\$56,215	\$57,899	\$59,637
10	\$51,976	\$53,537	\$55,144	\$57,901	\$59,636	\$61,426
11	\$53,536	\$55,143	\$56,798	\$59,638	\$61,425	\$63,269
12	\$55,142	\$56,797	\$58,502	\$61,427	\$63,268	\$65,167
13	\$56,796	\$58,501	\$60,257	\$63,270	\$65,166	\$67,122
14	\$58,500	\$60,256	\$62,065	\$65,168	\$67,121	\$69,136
15	\$60,255	\$62,064	\$63,927	\$67,123	\$69,134	\$71,210
16	\$62,062	\$63,926	\$65,845	\$69,137	\$71,208	\$73,346
17	\$63,924	\$65,843	\$67,820	\$71,211	\$73,344	\$75,546

APPENDIX B

OTHER ECONOMIC BENEFITS

1. The Lebanon School District will provide the following benefits to full-time employees working at least 30 hours per week:
 - A. Delta Dental Care Program Option #3, or its equivalent, paid at 100% by the District.
 - B. SchoolCare Health Insurance – POS Open Access Plan or its equivalent with any change in plan to be made through mutual agreement. (District will pay 78% of the premium. Deduction shall be made in accord with Section 125 of the IRS Code. The Lebanon School District will pay 78% of the total premium cost of the School Care-POS Plan, so long as the employee certifies in an affidavit, to be provided to the employee by the District no later than July 1 of each year, that his or her spouse or civil union partner does not have paid health insurance available to him or her through his or her employer. In the event that such spouse or civil union partner has such insurance available and elects to be insured by the District's plan, the Lebanon School District shall only pay 77% of the total premium cost.
 - C. When an employee waives the health and /or dental insurance coverage to which he or she is entitled, and provides the District with proof of other insurance, the employee will receive a payback from the District of 30% of what would have been the District's cost for the coverage. In the case where both spouses are employed by the District, the District will pay 100% of the applicable health insurance premium and two Dental insurance plans at the applicable level. Couples who were both employed by the Lebanon School District in the 2007-08 school year shall continue to receive the payback of 30% of what would have been the District's cost for the coverage.
 - D. Health and Dental insurance shall be provided at the single, two person, and family coverage levels for all employees and their legal dependents under IRS code. Domestic partnerships as defined and recognized by the insurance carrier shall be included in this coverage for bargaining unit members who are not eligible for marriage under state law. (*This will be subject to the insurance carrier's coordination.*) Any dependent benefit required under New Hampshire law but not recognized as a dependent by the IRS code shall be included at the employee's expense. All health benefits will be provided in accordance with applicable New Hampshire and federal laws. The Lebanon School District will provide long-term Disability Insurance protection.
2. The Lebanon School District will provide life Insurance and A.D. and D. Benefits to provide coverage equal to the individual's salary.
3. All Guidance Counselors, School Psychologists, Speech Pathologists and teachers of Special Education hired prior to July 1, 1993, shall receive a 10% differential above the base and additional credits. Librarians hired prior to July 1, 1993, shall receive a 5% differential above the base and additional credits.
4. Extra days beyond the contract, including those spent on approved curriculum development beyond the contract days, will be paid on a prorated basis using the formula:
$$\frac{\text{Salary}}{185} \times \text{number of days} = \text{extra compensation}$$
5. Exceptions to this formula will be Guidance Counselors, Librarians, Special Education Teachers, School Psychologists, and Speech Pathologists hired prior to July 1, 1993, who will be paid \$50.00 per day for additional days beyond contract.

APPENDIX C

GRIEVANCE ADJUSTMENT FORM A

COMPLAINT BY THE AGGRIEVED PERSON: A grievance shall be deemed waived unless it is submitted in writing within twenty (20) days after the aggrieved party knew or should have known of the events or conditions on which it was based.

NAME OF COMPLAINANT _____ DATE OF FILING _____

HOME ADDRESS _____

HOME TELEPHONE NUMBER _____

POSITION HELD _____

SCHOOL _____ PRINCIPAL _____

STATEMENT OF GRIEVANCE:

PROVISION OF PROFESSIONAL AGREEMENT VIOLATED:

ARTICLE: _____ SPECIFY PARAGRAPH NUMBERS: _____

ACTION REQUESTED:

Signature of Complainant

APPENDIX C

GRIEVANCE ADJUSTMENT FORM B

DECISION OF THE PRINCIPAL: To be completed within five (5) days after the receipt of the written grievance.

COMPLAINANT _____ DATE OF FILING _____

SCHOOL _____ PRINCIPAL _____

DECISION OF THE PRINCIPAL AND REASON THEREFORE:

DATE OF DECISION _____
Signature of Administration

GRIEVANT'S RESPONSE: To be completed by Aggrieved within five (5) days of decision and sent to Association's Grievance Chairman.

_____ I ACCEPT THE ABOVE DECISION

_____ I HEREBY REFER THE ABOVE DECISION TO THE
SUPERINTENDENT OF SCHOOLS

DATE OF RESPONSE _____
Signature of Complainant

APPENDIX C

GRIEVANCE ADJUSTMENT FORM C

DECISION OF SUPERINTENDENT: To be completed within twenty- (20) calendar days after the receipt of the written grievance.

COMPLAINANT: _____ DATE OF FILING GRIEVANCE _____

SCHOOL _____ PRINCIPAL _____

DECISION OF SUPERINTENDENT AND REASON THEREFORE:

DATE OF DECISION _____
Signature of Superintendent

GRIEVANT'S RESPONSE: To be completed by Aggrieved within ten (10) days of decision.

_____ I accept the above decision

_____ I hereby appeal to the Association's Grievance Committee Chairman to submit this Grievance to arbitration

DATE OF RESPONSE _____
Signature of Complainant

APPENDIX C

GRIEVANCE ADJUSTMENT FORM D

DECISION OF BOARD OF EDUCATION: To be completed by the designated Board representative within () ten (10) days after hearing the Aggrieved Person and Association Grievance Committee Representative.

GRIEVANT _____ DATE OF FOILING GRIEVANCE _____

DATE APPEAL RECEIVED _____ DATE HEARING HELD _____

DECISION OF BOARD OF EDUCATION AND REASONS THEREFORE:

DATE OF DECISION _____

Signature of Board Chairperson or
Designated Representative

GRIEVANT'S RESONSE: To be completed by Aggrieved within ten (10)days of Decision.

_____ I accept the above decision.

_____ I hereby appeal to the Association's Grievance Committee Chairman to submit this Grievance to arbitration.

DATE OF RESPONSE _____

Signature of Complainant

APPENDIX C

GRIEVANCE ADJUSTMENT FORM E

GRIEVANCE COMMITTEE REVIEW: To be completed by Association Grievance Committee Chairman within twenty (20) days of referral.

GRIEVANT _____ DATE OF FILING GRIEVANCE _____

CHAIRMAN OF
GRIEVANCE COMMITTEE _____

DATE REFERRAL RECEIVED BY GRIEVANCE COMMITTEE _____

OPINION OF ASSOCIATION GRIEVANCE COMMITTEE AND REASONS THEREFORE:

_____ The Grievance Committee has recommended not to submit the Grievance to arbitration

_____ The Grievance Committee has recommended that the Grievance should be submitted to grievance review.

DATE OF OPINION _____
Signature of Grievance Committee Chairman

APPENDIX D
EXTRA-CURRICULAR SCHEDULE
SCHOOL YEARS 2013 – 2015

Activity	Scale	Factor	Season Length in Weeks	# of Coaches /Advisors	Stipend
Choral Director	A	1	Year	1	\$3,882.00
Class Advisor-Freshman	E	1	.5 year	1	\$1,709.00
Class Advisor-Sophomore	E	1	.5 year	1	\$1,709.00
Class Advisor-Junior	B	1	Year	1	\$3,176.00
Class Advisor-Senior	A	1	Year	1	\$3,882.00
Diversity Club	E	1	Year	1	\$1,709.00
Drama Advisor - Fall	C	1	Year	1	\$2,524.00
Drama Advisor - Musical	C	1	.25 year	1	\$2,524.00
Drama Director - Musical	C	1	.25 year	1	\$2,524.00
GraniteState Challenge	G	1	1/4 year	1	\$1,096.00
Instrumental Band	A	1	Year	1	\$3,882.00
Literary Magazine	E	1	1/2 year	1	\$1,709.00
Math-Junior	D	1	Year	1	\$1,857.00
Math-Senior	D	1	Year	1	\$1,857.00
National Honor Society	C	1	Year	1	\$2,524.00
Newspaper	C	1	Year	1	\$2,524.00
Robotics	D	1	Year	1	\$1,857.00
School Council	C	1	Year	1	\$2,524.00
Yearbook	C	1	Year	1	\$2,524.00
Baseball	B	1	11	1	\$3,176.00
Baseball - JV	B	0.65	11	1	\$2,065.00
Baseball - Reserve	B	0.5	11	1	\$1,588.00
Basketball - Boys	A	1	15	1	\$3,882.00
Basketball - Girls	A	1	15	1	\$3,882.00
Basketball - JV - Boys	A	0.65	15	1	\$2,523.00
Basketball - JV - Girls	A	0.65	15	1	\$2,523.00
Basketball - Res - Boys	A	0.5	15	1	\$1,941.00
Basketball - Res - Girls	A	0.5	15	1	\$1,941.00
Field Hockey	C	1	11	1	\$2,524.00
Field Hockey - JV	C	0.65	11	1	\$1,640.00
Field Hockey - Reserve	C	0.5	11	1	\$1,262.00
Football	A	1	13.5	1	\$3,882.00
Football - JV	A	0.65	13.5	1	\$2,523.00
Football Assistant	A	0.5	13.5	3	\$1,941.00
Football - Reserve	A	0.5	13.5	1	\$1,941.00

Activity	Scale	Factor	Season Length in Weeks	# of Coaches /Advisors	Stipend
Golf	C	1	10	1	\$2,524.00
Golf - JV	C	0.65	10	1	\$1,640.00
Ice Hockey - Boys	A	1	15	1	\$3,882.00
Ice Hockey - Boys - Assist	A	0.5	15	1	\$1,941.00
Ice Hockey - Girls	A	1	15	1	\$3,882.00
Ice Hockey - Girls - Assist	A	0.5	15	1	\$1,941.00
Lacrosse - Boys	B	1	11	1	\$3,176.00
Lacrosse - Girls	B	1	11	1	\$3,176.00
Lacrosse - JV - Boys	B	0.65	11	1	\$2,065.00
Lacrosse - JV - Girls	B	0.65	11	1	\$2,065.00
Skiing - Alpine	C	1	10	1	\$2,524.00
Skiing - Alpine - Assist	C	0.5	12	1	\$1,262.00
Skiing - Jumping	C	1	11	1	\$2,524.00
Skiing - Nordic	C	1	12	1	\$2,524.00
Skiing - Nordic - Assist	C	0.5	12	1	\$1,262.00
Soccer - Boys	A	1	11	1	\$3,882.00
Soccer - Girls	A	1	11	1	\$3,882.00
Soccer - JV - Boys	A	0.65	11	1	\$2,523.00
Soccer - JV - Girls	A	0.65	11	1	\$2,523.00
Soccer - Reserve - Boys	A	0.5	11	1	\$1,941.00
Soccer - Reserve - Girls	A	0.5	11	1	\$1,941.00
Softball	B	1	11	1	\$3,176.00
Softball - JV	B	0.65	11	1	\$2,065.00
Spirit - Fall	D	1	11	1	\$1,858.00
Spirit - Winter	B	1	11	1	\$3,176.00
Tennis - Boys	D	1	10	1	\$1,858.00
Tennis - Girls	D	1	10	1	\$1,858.00
Track - Cross Country	C	1	12	1	\$2,524.00
Track - Cross Country Assist	C	0.5	12	1	\$1,262.00
Track - Indoor	B	1	12	1	\$3,176.00
Track - Indoor - Assist	B	0.5	12	2	\$1,588.00
Track - Outdoor	A	1	12	1	\$3,882.00
Track - Outdoor - Assist	A	0.5	12	3	\$1,941.00

Activity	Scale	Factor	Season Length in Weeks	# of Coaches /Advisors	Stipend
Junior High Programs					
JH Choral Director	A	0.5		1	\$1,941.00
JH Art Club	D	0.5		1	\$929.00
JH Instrumental Band	A	0.5		1	\$1,941.00
JH Math Team	D	0.5		1	\$929.00
JH Solar Sprint	D	0.5		1	\$929.00
JH Yearbook Advisor	C	0.5		1	\$1,262.00
JH Baseball - Boys - A Team				1	\$1,052.00
JH Baseball - Boys - B Team				1	\$1,052.00
JH Baseball - Boys - C Team				1	\$1,052.00
JH Baseball - Boys - D Team				1	\$1,052.00
JH Softball - Girls - A Team				1	\$1,052.00
JH Softball - Girls - B Team				1	\$1,052.00
JH Softball - Girls - C Team				1	\$1,052.00
JH Softball - Girls - D Team				1	\$1,052.00
JH Basketball - Boys - A Team				1	\$1,286.00
JH Basketball - Boys - B Team				1	\$1,286.00
JH Basketball - Boys - C Team				1	\$1,286.00
JH Basketball - Boys - D Team				1	\$1,286.00
JH Basketball - Girls - A Team				1	\$1,286.00
JH Basketball - Girls - B Team				1	\$1,286.00
JH Basketball - Girls - C Team				1	\$1,286.00
JH Basketball - Girls - D Team				1	\$1,286.00
JH Field Hockey				1	\$1,262.00
JH Field Hockey - Assist				1	\$631.00
JH Football Head Coach				1	\$1,941.00
JH Football Assist				1	\$971.00
JH Football Assist				1	\$971.00
JH Gymnastics				1	\$1,589.00
JH Gymnastics - Assist				1	\$794.00
JH Gymnastics - Assist				1	\$794.00

APPENDIX E

LEBANON SCHOOL DISTRICT - TEACHER CONTRACT

Name: «Last_Name», «First_Name»
Total Annual Wages: \$ «Total_Annual_Wages»

Employee #: «Employee_»

The Lebanon School Board of the State of New Hampshire hereby agrees to employ «First_Name»«Last_Name», who hereby agrees to serve under the direction of the Superintendent of Schools, as a Teacher in the public schools of said city Lebanon School District beginning 07/01/13 through 06/30/14.

1. This contract is subject to the statutes of the State of New Hampshire, the rules and regulations of the State Board of Education, and the Agreement between the School Board and the Lebanon Education Association.

2. The Teacher is assigned to the following position of «Position»at«School». Such position shall include those duties of a non-instructional nature as are customarily incident thereto. The right is reserved to the District to make such changes in the Teacher's assignment as unforeseen conditions may require in the best interest of the School District, except that in no event shall the Teacher be assigned to a position for which he/she is not qualified or certified by the State Department of Education to occupy. The salary quoted herein is the entire compensation of the Teacher for all services to be performed under this agreement and is for a school year of not more than 180 days of instruction and 5 other days of professional work, for a total of «Days» days.

3. The employment of the Teacher hereunder shall not be valid unless the Teacher holds, at the beginning of the 2007-2008 school year, an appropriate credential issued by the State Department of Education for the position for which he/she has been employed. This contract shall become null and void if the Teacher fails to maintain such teaching credential in full force and effect throughout the school year. Certificate Number: «Cert_».

4. If you are in agreement with this contract, please sign and return both copies to the Superintendent's Office within two weeks of the issue date or it will be considered invalid. Your copy will be signed and returned to you.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

BY _____
Chairperson, School Board

Employee Date
«Address_Line_1»
«Address_Line_2»
«City», «State»«ZIP_Code»

Additional Days Wages:\$«Extra_Days»
Salary Guide: \$«Salary»
Wage Diff Sp Ed Gd Lib: \$«Extra_Pay»
Total Annual Wages: \$«Total_Annual_Wages»
Sick days as of 04/07/07:«Sick_Days»
Date of Hire:«DOH»
Educational Degree:«Track»
District Step: «Step»
Position Days:«Days»
Position Hours: «Hours»

Please check ____ 22 bi-weekly installments of \$«M_22_pay» or ____ 26 bi-weekly installments of \$«M_26_pay»
Date Issued: 06/14/07 Date Return: 06/28/07